

THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
Alexandria Division

SATYA M. AKULA

Plaintiff

V.

1:08CV421

AIRBEE WIRELESS, INC. and
SUNDARESAN RAJA

Defendants

AMENDED COMPLAINT

Satya M. Akula (“Akula”), by counsel, pursuant to Fed. R. Civ. P. 1, et seq., hereby sets forth his Amended Complaint against Airbee Wireless, Inc., a Delaware corporation (“Airbee”) and Sundaresan Raja (“Raja”).

As grounds, Akula states as follows:

PARTIES

1. Akula is an individual resident of Fairfax County, Virginia.
2. Airbee is a Delaware corporation with its principal place of business in Montgomery County, Maryland.
3. Raja is an individual resident of either Montgomery County, Maryland or LaJolla, California.

JURISDICTION

4. This Court has jurisdiction over these parties and these claims pursuant to, inter alia, Va. Code Ann. § 8.01-328.1 and 28 U.S.C. § 1332 as Akula and each of Defendants are residents of different states and the amount in controversy exceeds \$75,000.

VENUE

5. Venue is proper before the Alexandria Division of the Eastern District of Virginia

pursuant to 28 U.S.C. § 1391.

FACTS

6. On September 19, 2006, Airbee and Raja, as co-obligors, executed an amended and restated promissory note (the "Note"), payable to the order of Akula in the original principal amount of \$100,000.00. A copy of the Note is attached as Exhibit 1.

7. The Note provides, inter alia, for Defendants to pay Akula: (a) accrued interest as of September 19, 2006 in the amount of 6,678.08, (b) interest at the rate of 10% from September 19, 2006; and (c) collection costs and expenses and reasonable attorney's fees if Akula is required to take action to enforce the Note.

8. The Note further provides that Defendants are jointly and severally liable for the obligation under the Note.

9. Defendants have failed to make payment of any of their obligations pursuant to the Note.

10. Akula is the holder of the Note, and is entitled to receive payment from Defendants pursuant to the Note.

11. Akula is entitled to judgment against Defendants for the outstanding principal balance of the Note, accrued interest through September 19, 2006 in the amount of \$6,678.08 as specified in the Note, interest at 10% from September 19, 2006 as specified in the Note, and collection costs and expenses and reasonable attorney fees as specified in the Note.

CONCLUSION

WHEREFORE, Akula, by counsel, respectfully requests that this Court: (a) enter judgment against Defendants for \$126,715.47 as follows: (i) \$100,000.00 as the principal balance due pursuant to the Note, (ii) \$6,678.08 of interest accrued through September 19, 2006 as specified in the note, (iii) \$16,777.88 as interest due pursuant to the Note at 10% from September 19, 2006 through May 20, 2008, and (iv) late fees of \$3,259.51; (b) award post-

judgment interest on the amount of any judgment entered; (c) award collection costs and expenses and reasonable attorney fees; and (d) grant such other and further relief as may be appropriate.

Respectfully submitted:

/s/ John P. Forest, II

John P. Forest, II, VSB# 33089

Stahl Forest & Zelloe P.C.

11350 Random Hills Road, Suite 700

Fairfax, Virginia 22030

Telephone: (703) 691-4940

Facsimile: (703) 691-4942

Email: j.forest@sfzlaw.com

Counsel for Plaintiff